1   21.Q. PLEASE SUMMARIZE YOUR TESTIMONY.

2   A.   It takes a lot more than a CPCN and an interconnection agreement to compete with BST.

3   To borrow a term from another context, BST has bottleneck control of conversions and

4   cutovers of its customers to MFS, as well as bottleneck control over proper programming of

5   its databases, billing and ordering processes. Since MFS must depend on BST to get many

6   of these jobs done correctly, any error or delay, intended or unintended, has a direct impact

7   on MFS' ability to serve and attract customers. This dependency may be significantly

8   impacted in a negative way when BellSouth receives interLATA authority. One of the key

9   factors impacting implementation is the availability of skilled people. Once BellSouth

10   receives interLATA authority I am concerned that these resources will be dedicated to that

11   effort rather than to co-carrier implementation.

12   Obviously, the necessity for BST to interconnect seamlessly with competitors is new

13   and there are bugs to be worked out. If I can stress a single point to the Commission,

14   however, it is that the correction of these "bugs" is fundamental and must be shown to have

15   been satisfactorily worked out before BST receives Section 271 authority and loses all

16   incentive to cooperate with implementation of local competition. Local competition cannot

17   develop if CLECs cannot provide seamless service using unbundled elements. Moreover,

18   until LEC to CLEC conversions are as simple as PIC changes, a LEC entering the long

19   distance market has a substantial advantage in that market compared to the CLEC's ability

20   to effectively compete for local customers in the LECs' market.

21   22.Q: DOES THIS CONCLUDE YOUR TESTIMONY?

22   A: Yes.

NEW MARKET ROLLOUT PROCESS

Following is a list of major categories of activities required to operate as a competitive facility-based local exchange carrier.

- Request and secure state PUC certification as a competitive local exchange carrier (CLEC).

- Request and receive license/permit (a.k.a., franchise) to enter public rights-of-way in order to lay fiber optic backbone network in each targeted municipality within the targeted metropolitan area.

- Complete market assessment and business plan, identifying targeted customers and design of fiber optic network.

- Construct local fiber optic network along primary routes in the target metropolitan area, connecting main MFS node points to LEC central offices, IXC POPs, Internet POPs, etc. Often involves rights-of-way agreements with multiple providers, e.g., conduit and pole attachment agreements.

- Request and receive building access agreements to facilitate the connection of large customer building to the MFS fiber optic network. Deploy fiber optic equipment in buildings.

- Extend network by collocating fiber optic transmission equipment into Incumbent LEC wire centers in target Serving Areas within the targeted metro area.

- Deploy local exchange-capable digital switch to serve the target market. Fully configure and test switch to ensure absolute transparent operations with respect to call handling, end user features, functions and service attributes, and industry-standard interfaces and protocols.

- Request and Receive telephone number central office codes (i.e., blocks of 10,000 contiguous telephone numbers) per Serving Area within the target market.

- Negotiate Interconnection Agreement with each Incumbent LEC in the targeted metropolitan area:

  - Physical Interconnection Terms: Number and location of points of interconnection, type of interface, types of trunk groups, routing of traffic.
  - Transport and Termination of Telephone Exchange Service Traffic:

Determination of specific trunk groups for various types of traffic (local, intraLATA toll, operator, information services.

- Reciprocal compensation rates
- Transport and Termination of Exchange Access Traffic: Determination of specific trunk groups for traffic from MFS end users to IXCs via ILEC tandem switches.

- Billing Arrangements: develop and negotiate call flow diagrams which outline billing concepts and records exchange arrangements for each type of call which can pass between the CLEC and the LEC.

- Collocation Arrangements: terms and conditions surrounding the placement of appropriate equipment in LEC Central Offices to enable the co-carrier to access unbundled loops

- Unbundled Loops: pricing, coordinated cutovers, intervals, points of demarcation

- Access to, and billing of, Third Party Traffic

- Number Portability: rates, terms and conditions of Interim Number Portability (INP) and pass-though of terminating compensation on INP traffic.

- Shared Platform Arrangements, including:

  - Access to incumbent 911 infrastructure.
  - Access to Directory Assistance.
  - Access to White Pages and Yellow Page listings.
  - Access to Unbundled Loops and other elements: Provisioning intervals, ordering processes, cut-over procedures, specification of loop types, etc.

- File the interconnection agreement and have agreement approved by the state PUC.

- File Tariffs identifying all relevant terms, conditions and rates for Local Exchange Service and Intrastate Switched Access service with the state PUC.

- File tariffs identifying all relevant terms, conditions and rate for Interstate Switched Access service with the FCC.

- List assigned central office codes in Local Exchange Routing Guide (LERG) and associated industry and LEC databases and publications.

- Implement the Co-Carrier Arrangements with LEC:
  - Develop and outline procedures and interfaces for interconnection, unbundling, monitoring, testing, etc.
  - Order, Install and test all interconnections, procedures, and electronic interfaces.
  - Meet with the appropriate municipal or county 911 authorities to coordinate 911 integration.

- Activate switch by programming telephone number routing information to enable calls to be routed to proper interconnection trunk groups. Depending on the phone number a MFS customer dials, the call might be routed to one of several LEC tandems or end offices, 911 tandem, an IXC switch or tandem, directory assistance, or operator services.

- Develop and implement Billing Process:
  - Determine billing data (records exchange) processes and procedures to include method of transmission and transmission frequency.
  - Exchange test tapes to insure that correct and complete billing information is being passed back and forth.
  - Develop billing percentages (BIPs) by route for the production of Meet Point Billing bills to the IXC.
  - File billing percentages in NECA FCC Tariff No. 4.
  - Agree to bill factor percentages (PLU - Percent Local Usage) to jurisdictionalize traffic (local/toll) and/or to segregate the traffic.
  - Develop processes and procedures for Interim Number Portability (INP) for calls terminating to MFS customers that retain the LEC telephone number.
  - Contact each IXC in order to advise them of new Local Exchange operations and coordinate procedures for billing each IXC for termination/origination of traffic to/from MFS customers.
  - Implement process to render carrier access bills to all IXCs for traffic originated from/terminated to MFS telephone numbers by IXCs.
  - Implement billing system process to render bills to each LEC for reciprocal compensation on traffic terminated to/originated from MFS customers.

- Install and test unbundled loops and unbundled loop provisioning procedures.

- Install and test interim number portability and provisioning procedures.

- Trial joint coordination of unbundled loop and interim number portability for "live" customer accounts, within specified 5 minute cut-over window.

- Develop, implement and test end user billing systems.

- Initiate live service.

THE STATE CORPORATION COMMISSION OF
THE STATE OF KANSAS

Before Commissioners: Timothy E. McKee; Chair
                               Susan M. Seltsam
                               John Wine

In the Matter of Southwestern Bell   )
Telephone Company-Kansas'   ) Case No. 97-SWBT-411-GIT
Compliance with Section 271 of the   )
Telecommunications Act of 1996   )

AFFIDAVIT OF CYNTHIA K. MEYER
ON BEHALF OF SPRINT COMMUNICATIONS COMPANY L.P.

State of Missouri   )
)ss
County of Jackson   )

I, Cynthia K. Meyer, being first duly sworn upon my oath, do hereby depose and
state as follows:

I. STATEMENT OF QUALIFICATIONS

1.   I am employed by Sprint Communications Company L.P. (Sprint) as
Director, Local Market Development. In this capacity I have led Sprint's efforts to
negotiate an interconnection agreement with Southwestern Bell Telephone Company
(SWBT). I have a B.S. in Civil Engineering from Kansas State University and an M.B.A.
from Rockhurst College. I began working in the telecommunications industry in 1977 with
Southwestern Bell Telephone, where I rotated through several management positions in
numerous network department areas. These positions included outside plant engineering,
switching engineering, long-range facility planning, and construction budget management.
In 1983, I transferred to AT&T Communications as a manager in the State Pricing

department. In that role, I was responsible for managing regulatory processes to introduce new and enhanced intrastate services and to minimize expenses through intrastate access rate intervention. In 1990, I joined Sprint's Long Distance division to manage access interconnections for the western United States. Shortly thereafter, I took over management of Sprint Access Service product development. In 1996, I became the Local Market Development Director responsible for negotiating Sprint's terms for local market entry with Southwestern Bell Corporation and for successful execution of Sprint's local market entry in the Southwestern Bell states.

II. PURPOSE OF AFFIDAVIT

2.   My affidavit provides a view of local competition in Southwestern Bell Telephone Company's (SWBT) operating territory from the perspective of a competitive local exchange carrier (CLEC) that is working to achieve operational readiness for local market entry in Kansas. From this perspective, I will discuss operational parity provided by SWBT's operations support systems (OSS) interfaces.

3.   It is my conclusion that merely having a contract in place with an incumbent local exchange carrier (ILEC) that states that the ILEC will provide operational parity is not adequate assurance that the ILEC will provide parity service in a manner that will allow the CLEC to be competitive in the local market.

4.   For a major CLEC such as Sprint, moving from an executed interconnection agreement with an ILEC to being fully competitive in the local market is a long and complicated process that will take many years. Local competition cannot be attained until facilities-based CLECs are operational and a majority of consumers have choices for local

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telephone service that are not ultimately controlled by the incumbent LEC.

5.   Local competition in Kansas cannot exist without facilities-based local service providers. As long as CLECs are predominantly dependent on SWBT or other ILECs for the services and facilities that underlie the CLECs' local services (as a result of using ILEC resold services or unbundled network elements), competition will be stifled. A CLEC's ability to react to customer requirements and changing technology trends are severely encumbered when the CLEC's sole supplier, who is also a major competitor, has control of what services are available, when, and at what level of service quality. When using SWBT's resold services, it will be very difficult for Sprint or any other CLEC to differentiate services in order to gain customer base from SWBT when SWBT possesses such competitive control.

III. SPRINT/SWBT INTERCONNECTION AGREEMENT OVERVIEW

6.   Sprint recently signed an agreement (the Agreement) with SWBT in Kansas that would allow Sprint to purchase wholesale local services, rebundled local elements, and interconnection services from SWBT. However, there are three outstanding issues, listed as such in the Agreement, that the Parties could not agree upon that may have to be resolved through the formal dispute resolution process. Sprint and SWBT are continuing to negotiate these two disputed issues which Sprint believes are contrary to operational parity.

7.   The first competitive positioning component of the Sprint/SWBT Agreement concerns whether SWBT has priced its services to Sprint in a manner that allows Sprint's services to be price competitive. Sprint does not believe that the Agreement contains

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service pricing (wholesale, unbundled, interconnection, or otherwise) that will allow Sprint to effectively price compete with SWBT for the same local customers. However, in the interest of spending less time on talking and more time on getting operationally ready, Sprint agreed to the prices contained in the Agreement with the understanding that the prices are all interim and will change significantly in SWBT's upcoming generic cost proceeding in Kansas. Additionally, Sprint allowed certain unfavorable terms and conditions to be listed in the Agreement with the understanding that Sprint can request revision of these should SWBT agree to more favorable terms and conditions with other CLECs in the future.

8.   The second component of the Agreement with respect to competitive positioning is whether the Agreement will allow Sprint to attain operational parity with SWBT in order for Sprint to effectively compete from a local service provisioning and maintenance perspective. With the exception of the items previously mentioned, I believe that Sprint's Agreement with SWBT is the beginning framework for obtaining services from SWBT that are provided in a manner that is at parity with how SWBT provides the services to themselves and to others.

9.   Sprint is not yet a facilities-based provider in Kansas, but it intends to be a facilities-based local service provider as soon as possible. When Sprint does enter the local market in Kansas, Sprint will first be a reseller of SWBT services with plans to transition to combinations of unbundled network elements with Sprint-owned facilities. Because Sprint plans on being a nationwide local service provider as opposed to a niche market provider, Sprint's facilities-based transition cannot economically occur until the

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Sprint local customer base grows and economies of scale are realized.

IV. OPERATIONS SUPPORT SYSTEMS AND INTERFACES

10.   The competitive checklist in Section 271(c) of the Act requires nondiscriminatory access to network elements. Operational Support Systems (OSS) have been defined as a network element by the FCC in its First Report and Order in C.C. Docket No. 96-98 (issued August 8, 1996). More specifically, Bell has an obligation to provide new entrants nondiscriminatory access to the systems utilized for the various OSS functions, pre-order, ordering and provisioning, maintenance and repair, recording of usage detail, and billing.

11.   Operations support systems are the mechanized processes and databases that provide the functionality and information needed to provide and maintain telecommunications services to end user customers. These functions, as previously stated, include pre-ordering, ordering and provisioning, maintenance and repair, recording of usage detail, and billing.

12.   The OSS interfaces are the connections and integrated processes that allow for the requests for functionality and information to flow between the CLECs' operations support systems and the ILECs' operations support systems. These connections can be done through various methods. In SWBT's case, the planned interface methods include facsimile machines with manual intervention, a graphical user interface (GUI) to the operations support systems, a GUI interface to proprietary middleware that accesses the operations support systems, tape transmission (TTRAN), electronic data interchange (EDI), and electronic bonding. Of these methods, the only ones that have potential for

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full operational parity capability are EDI and electronic bonding.   Neither EDI nor electronic bonding is operationally available today with SWBT.

13.   The operations support system interfaces should have the following characteristics in order to be capable of offering Sprint operational parity:

a)   provide access to the same content of information that SWBT uses to provide local service to SWBT end users;

b)   provide access timing in the same manner with which SWBT can access the interface and information; for example, real-time access versus batch versus facsimile/manual;

c)   provide access to information and feedback with no less priority than SWBT has for that information and feedback for their end users' local service; for example, CLEC phone numbers and installation appointment assignments should utilize the same systems and obtain the same priority as those provided for SWBT's end user local service orders;

d)   are built to CLEC industry standards when set;

e)   allow for full system flow-through potential with no manual intervention from CLEC systems to ILEC systems to CLEC systems and so on;

f)   have been fully designed to meet interface requirements;

g)   have processes which have been fully documented for use by CLECs and SWBT;

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h)   have been fully tested and accepted by CLECs for meeting interface requirements under various stress conditions; such as, high volumes and bursts of requests, multiple types of users;

i)   are operational with significant CLEC activity to confirm ability to perform and sustain operational parity requirements; and

j)   are equally supported by SWBT in terms of documentation, help assistance, maintenance, updates, and change notifications as the operations support system interfaces which SWBT uses for providing local service to their own end users.

14.   Today, Sprint is a global telecommunications service provider and as such must take advantage of the opportunity to become a nationwide local service provider in order to preserve and grow its existing long distance customer base. As a nationwide provider of local service, Sprint will potentially have to interface with every ILEC and possibly every other CLEC. There are currently seven RBOCs , GTE, and over 1300 independent incumbent local exchange companies. Sprint will be significantly disadvantaged in a competitive local market from a time and cost perspective, if forced to develop numerous system interfaces and provide training for personnel to use the multitude of systems and processes. Likewise, the use of industry standards benefits the ILECs by virtue of having a standard set of CLEC customer requirements for operational interfaces.

15.   Without full system flow-through, Sprint's orders are either having to be re-keyed by SWBT's representatives or re-keyed by Sprint's representatives after the initial

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order entry. The process of having to enter the same data more than once introduces several problems; such as, data entry errors, non-synchronized databases, and time delays. These types of problems can have serious negative effects on customer service and other areas of Sprint's local service business and subsequent ability to compete in the local market.

V. OPERATIONAL PARITY

16.   It is not enough that the ILECs offer CLECs access and interconnection to their services and elements and say, "Come and get it." For local competition to occur, the ILECs must provide CLECs interfaces to those services that enable CLECs to provide services to their customers at least equal in quality and timeliness to that offered by ILECs to their customers. Enabling goes beyond the ILECs just committing to provide the CLECs the same level of service which they provide their end users today. Operational parity means the ILECs must provide the same level of service which they provide themselves internally for provisioning end user service. The ILECs should treat the CLECs as the large customers that they are or will be and provide communication and cooperation to make the ILEC services work for the CLECs in a sustainable and seamless manner.

17.   Operational parity and non-discriminatory treatment must be verifiable by CLECs through specific ILEC performance measurements. ILEC performance measurements on operational parity should compare what SWBT does for Sprint compared to other CLECs compared to SWBT end users compared to what SWBT does for themselves in the process of provisioning end user service. For instance, how long

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does it take to install a local loop after SWBT internally requests one for their own purposes versus how long does it take for SWBT to install a local loop at a CLEC's request? Or, how quickly does SWBT notify themselves (through database updates or reports to customer service) of a missed due date versus how quickly does SWBT notify a CLEC of a missed due date and what percentage of due dates are missed for SWBT versus CLECs? SWBT should provide these performance measurements on a timely basis to Sprint.

VI. TRANSITIONING FROM AN AGREEMENT TO OPERATIONAL READINESS

18.   The steps required for Sprint and SWBT to go from the contractual agreement to operational readiness are many and complex. This complexity is heightened when Sprint eventually moves from resold services to unbundled services and interconnection services and new processes and interfaces between Sprint and SWBT must be implemented. The Agreement is merely the first step in defining customer requirements. The additional steps that require SWBT cooperation for implementing Sprint operational readiness for just the resold service aspect include:

- designing the interfaces and processes to meet the customer requirements,

- building the interfaces and processes as designed and establishing network connectivity.

- Alpha testing all interfaces and processes under stress conditions to simulate what will happen when large volumes and various types of end user customers begin using Sprint's local services (which utilize SWBT's underlying services),

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- correcting problems identified in Alpha testing,

- Beta testing how the systems work under stress conditions with a select number of "friendly" customers, and

- correcting problems identified in Beta testing prior to market launch.

.19.   Furthermore, local service operations have many functional components that require specific interfaces and processes between Sprint and SWBT. Using broad categorizations, these functional components are:

- pre-order information gathering while the customer is on-line to determine the customer's existing services and address verification, availability of new services, telephone number assignment, appointment scheduling for on-site installation and whether one is needed.

- placing orders for resold services and unbundled network elements, including, directory listings and establishment of directory assistance, operator assistance, and 911 services,

- obtaining provisioning information feedback (for example, order and due date confirmation, order completion status, order jeopardy status),

- maintenance and repair, including testing, monitoring of service functionality, trouble-reporting, and repair status determination,

- obtaining CLEC call detail records for billing purposes, including, recording usage in detail that CLECs need for billing end users and in the case of interconnection, other local exchange carriers.

- obtaining invoices of ILEC charges for proper validation of charges and

remittance.

20.   Each category must be dealt with separately and as a combination in the steps listed above.

21.   Sprint is at the very beginning, designing the interfaces to SWBT's processes and operations support systems to meet its customer requirements as specified in the Agreement. While SWBT has offered several OSS interfaces for Sprint to place resold service orders; some of which appear to be the same that SWBT uses for its own orders, these interfaces have not yet been tested for CLEC services nor do these interfaces offer Sprint the ability to attain full operational parity with SWBT. I have outlined SWBT's interface options in Exhibit 1 attached to my affidavit and discuss them in greater detail below.

VII. SWBT'S OPERATIONAL SUPPORT SYSTEMS OFFERINGS

22.   Sprint met last month with SWBT in Dallas, Texas, to discuss OSS interfaces.   Sprint was provided with current information on the status of SWBT's operations support systems and interfaces for CLECs. The following items list SWBT's interface offerings:

a.   For obtaining pre-order information, SWBT offers a SWBT-developed GUI to SWBT's proprietary service order database, a GUI interface to SWBT middleware that accesses SWBT legacy systems, and planned access by an Electronic Data Interchange (EDI) based on yet-to-be-developed industry standards.

b.   For resale orders, SWBT offers CLECs the options of placing orders by

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facsimile transmission with manual intervention to SWBT proprietary order systems, via a SWBT GUI to SWBT's proprietary order systems, or via yet-to-be-developed automated interfaces based on EDI Version 7 industry standards. The only process offered for complex orders (20% of residential and 50% of business) are facsimile processes with manual input.

c.   For unbundled network element and interconnection orders, SWBT offers facsimile processes with manual intervention and plans to build automated EDI interfaces based on industry standards currently in development with the Ordering and Billing Forum (OBF).

d.   For directory listing orders, SWBT offers facsimile processes with manual intervention and plans on developing automated systems for simple directory orders based on EDI industry standards.

e.   For provisioning feedback, SWBT currently offers facsimile processes with manual intervention and plans to develop automated feedback processes per EDI Version 7 standards.

f.   For maintenance and repair, testing of SWBT services and facilities, and trouble-reporting by CLECs, SWBT offers a GUI to a SWBT proprietary system which was developed prior to local competition for use by large retail customers. Additionally, SWBT offers electronic bonding based on industry standards.

g.   For providing CLEC call detail records, SWBT offers the information via Network Data Movers (NDM) in an industry standard format.

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h.   For billing CLECs, SWBT plans on using the same system that it uses for

billing SWBT end users, CRIS, and will transmit these bills to CLECs via

paper copy or tape transmission. To a much lesser degree, SWBT plans

on using some of its other billing systems which are in place today; such as,

IBIS. IBIS is the billing system which SWBT uses for billing independent

companies in traffic exchange situations today.

23.   SWBT's current OSS interfaces do not meet Sprint's requirements.

However, with SWBT's current incentive and desire to obtain interLATA relief, Sprint

believes that it is SWBT's intent to work with Sprint to meet these requirements. Exhibit 1

attached to this affidavit summarizes Sprint's understanding of where SWBT stands with

respect to each of Sprint's requirements for operational parity for each functional

component of operational interface. As the Exhibit illustrates, there is no area of OSS

interface functionality that meets Sprint's requirements for operational parity and in fact,

the most optimistic date that operational parity with SWBT can be attained is probably late

1998.

24.   There are major limiting factors for SWBT systems to provide operational

parity to Sprint for resold services. Automated systems and interfaces for ordering resale

services based on EDI Version 7 industry standards need to be built. Industry standards

for pre-order functions will most likely not be developed until 1998. SWBT can only test

with one CLEC per quarter for implementation of electronic bonding for maintenance and

repair. SWBT has not indicated to Sprint that any OSS interfaces processes are fully

documented or tested (with the exception of facsimile). Finally, there is no way to confirm

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that operational parity can be attained until the OSS interfaces that are designed to provide parity have been fully tested, implemented, and sustained. In the case of SWBT, none of the parity interfaces have been fully implemented.

25. Sprint is not aware of any SWBT systems for OSS interfaces that are currently designed, tested, or operational for CLECs to order, maintain, or accept billing for unbundled network elements from SWBT. SWBT is working with the industry Ordering and Billing Forum to develop the standards for these OSS interfaces. These interfaces are necessary for facilities-based competition to evolve.

VIII. SWBT'S DELAYS IN PROVIDING INFORMATION

26. SWBT has not been timely in providing information that Sprint has requested and needs in order to become operationally ready. As previously stated, SWBT has not provided Sprint any process flow diagrams or documentation on operational interface processes and has provided very limited OSS interface specifications. Additionally, over two mor--s ago, Sprint sent SWBT a request for information which Sprint needs now for market entry planning; such as, street address guides, current directory close dates, service availability by switch, etc. With the exception of the white pages directory close dates which were provided just two weeks ago, SWBT has not provided the information requested and just recently verbally provided Sprint with SWBT contact names for Sprint to call and request some of the information again. At no time has SWBT indicated that it considers any of Sprint's request to be unreasonable or countered with a request for additional information which it needs from Sprint in order to respond. Sprint's current local market rollout schedule is extremely dependent on SWBT's responsiveness to these

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types of information requests. Furthermore, Sprint expects to continue to identify other areas of information that will be needed for Sprint's local service provisioning with SWBT resold services.

27. As Sprint moves from resold services to unbundled network elements, the complexity of SWBT's service offerings increases from that associated with just resold services. Sprint's need for information from SWBT will increase with this increased complexity. When utilizing unbundled network elements, a CLEC's ability to compete will be dependent on understanding how the ILECs' unbundled service elements work individually and combined, as well as, what is available and planned for the future.

28. It is particularly unclear even after completing an interconnection contract with SWBT as to what all of the potential SWBT-imposed charges are associated with unbundled network element services. SWBT has stated on numerous occasions that its draft contract with AT&T in Texas does not include all of these charges. SWBT also said months ago that they would provide Sprint a list of these missing rate elements, but it has yet to do so. Planning to use unbundled network element services is nearly impossible when the complete list of elements required to provision the services and their associated costs are unknown. When Sprint asked for timeframe commitments on installation of unbundled network elements based on SWBT's own use of these elements in the provisioning of end user service today, SWBT would not provide any data because it does not sell unbundled network element service to SWBT end users. Thus the installation intervals which SWBT commits to provide are mostly listed as individual case basis (ICB) and in some cases 5-10 days, which appear competitively unacceptable. But then, SWBT

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has not provided sufficient information for Sprint to judge whether SWBT is providing these services and intervals non-discriminatorily.

29.   Of even more concern to Sprint than how SWBT is responding to reasonable information requests today, is whether SWBT's responsiveness may worsen when SWBT's incentive for cooperation, interLATA relief, is realized.

30.   There are other areas in which SWBT has failed to provide Sprint reasonable support to enter the local market competitively.   SWBT will make no commitment on whether Sprint will have access to purchase under the Agreement any of SWBT's pending telecommunications product offerings or unbundled network enhancements that it plans on introducing in the near-term or long-term, such as Advanced Intelligent Network (AIN) triggers, Asymmetric Digital Subscriber Lines (ADSL), or ADSL modems.

31.   Neither SWBT nor Southwestern Bell Yellow Pages (SWBYPS) will work with Sprint to obtain for Sprint a service arrangement for yellow pages service at parity with what SWBT has with SWBYPS.

IX. CONCLUSION AND SUMMARY

32.   Sprint has an interconnection agreement with SWBT that would allow Sprint to enter the Kansas local market, but it is only the beginning framework for Sprint's local market entry.   It does not mean that local competition exists today in SWBT territory. Though SWBT offers operations support system interfaces that could provide Sprint some aspects of operational parity, these interfaces do not yet offer Sprint the ability to attain full operational parity because of the lack of full, real-time flow-through to Sprint's systems on an industry standard basis.   Furthermore, these interfaces and processes have not

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been documented, tested, or implemented to confirm what they offer.

33.   Finally, local service competition will not happen in SWBT territory until the majority of consumers have viable choices for local service that are provided by local service providers that are not dependent on SWBT for facilities or services.

Cynthia K. Meyer
Cynthia K. Meyer

Subscribed and sworn to before me this 13th day of March, 1997.
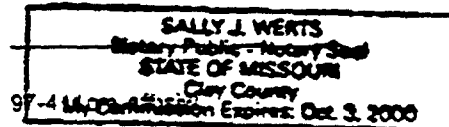
Sally A. Werts
Notary Public

My Commission Expires:

SALLY J. WERTS
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Oct. 3, 2000

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EXHIBIT 1

OPERATIONAL PARITY CAPABILITY OF
SOUTHWESTERN BELL OPERATIONS SUPPORT SYSTEMS INTERFACES as of 3/3/97

I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
FUNCTION	OPERATIONAL INTERFACE METHOD	PARITY ACCESS - CONTENT?	PARITY ACCESS - TIMING?	PARITY ACCESS - PRIORITY?	CLEC INDUSTRY STD.?	SYSTEM FLOW-THROUGH POTENTIAL?	FULLY DESIGNED?	PROCESS DOCU-MENTED?	STRESS TESTED?	OPERA-TIONAL?	SUPPORTED?
Pre-Order Information	SWBT GUI to Proprietary Systems	Yes	Yes	Yos	No	No	Yus, oarly slages	No	No	No	Unknown
	GUI to Proprietary Middleware	Yos	Yus	Yos	No	Yos	No	No	No	No	Unknown
	Electronic Bonding	TBD	TBD	TBD	TBD-1998	Yos	No	No	No	No	Unknown
Rosalo Orders - Simplo	FAX	Yes	No	Yes	No	No	Yes	No	No	Yes, small scale	Unknown
	SWBT GUI to Proprietary Systems	Yos	Yes	Yes	No	No	No	No	No	No	Unknown
	EDI v.7	Yes	No	Yos	Yes	Yos	No	No	No	No	Unknown
Rosalo Orders - Complex	FAX	Yes	No	Yos	No	No	Yos	No	No	Yes, small scale	Unknown
Unbundled Network Element Orders	FAX	Unknown	Unknown	Unknown	No	No	No	No	No	Yes, small scale	Unknown
	EDI v.7	Unknown	Unknown	Unknown	Yes	Yos	No	No	No	No	Unknown

EDI = Electronic Data Interchange
FAX = facsimile
FOC = Firm Order Confirmation
GUI = Graphical User Interface
NDM = Network Data Mover
N/A = not applicable
TBD = to be determined